



# CITY OF HOUSTON INVITATION TO BID

Issued: September 19, 2014

## **BID OPENING**

Sealed bids (labelled with the company name, address and bid number), in duplicate, and one (1) additional electronic CD copy of the bids will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 a.m., Thursday, October 16, 2014** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES FOR DRINKING WATER OPERATIONS  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
BID INVITATION NO.: S17-L25196  
NIGP CODE: 890-13**

## **BUYER**

Questions regarding this solicitation document should be addressed to Murdock Smith at **832.393.8725**, or e-mail to **Murdock.smith@houston.tx.gov**.

## **ELECTRONIC BIDDING**

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the **"PLACE BID"** page.

## **PRE-BID CONFERENCE**

A Pre-Bid Conference will be held for all Prospective Bidders at 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-2 at **10:00 A.M. on September 30, 2014**.

**All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houston.tx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

### **\*CONTENTS:**

SECTION A:	OFFER
SECTION B:	SCOPE OF WORK/SPECIFICATIONS
SECTION C:	GENERAL TERMS & CONDITIONS

**\*NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

**\*NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

## SECTION A



**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES FOR THE PUBLIC WORKS AND ENGINEERING  
DEPARTMENT BID INVITATION NO.: S17-L25196  
NIGP CODE: 890-13**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for clarifier maintenance, repair and replacement services for a three-year period with two (2) one-year option periods to extend for the Public Works & Engineering Department,**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to cancel this ITB, accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide clarifier maintenance, repair and replacement services for the City in accordance with attached specifications.

**Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.shtml>**

**Additional Required Forms to be included with this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Murdock Smith III (or) by fax: 832.393.8759 or by e-mail (preferred method) to **Murdock.smith@houstontx.gov** no later than **4:00 p.m., Friday, October 3, 2014.**

## **SITE INSPECTION**

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

## **QUALITY AND WORKMANSHIP**

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

## **PROTEST:**

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

## **NO CONTACT PERIOD:**

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

## **HIRE HOUSTON FIRST**

### **Designation as a City Business or Local Business**

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible. **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

**Award of a Procurement of \$100,000 or More for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement under \$100,000 for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**SECTION B  
SCOPE OF SERVICES**

**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES  
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT**

**1.0     GENERAL REQUIREMENTS AND SCOPE OF SERVICES**

- 1.1     The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for Clarifiers and sludge thickeners at various City of Houston Drinking Water Operations facilities. If requested by the user department representative (UDR), the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.
- 1.2     The meaning of some specific terms as used in this contract /specifications are given in Exhibit A," Definitions".
- 1.3     The clarifier specifications: manufacturer, type, size, group, and the facility location of the existing clarifiers of City of Houston's Drinking Water Operations are given in Section "BB, "City of Houston Public Works & Engineering Department, Drinking Water Operations Clarifiers Equipment List."
- 1.4     Upon request from the UDR or CTR and within ONE working day, the contractor shall inspect the clarifiers at the Drinking Water Operations facility. The Contractor shall document the condition of the unit on the City of Houston Field Inspection Form, Appendix "A".
- 1.5     This specification covers the general requirements for the repair, overhaul, and testing of the clarifiers located at City of Houston Drinking Water Operations facilities. This includes, but it is not limited to, clarifiers, concrete repair of clarifiers (to include resurfacing, leveling, sealing and assessing/repairing possible structural damage), center well/pier to drive unit/rakes leveling/correlation, structural integrity and maintenance of collector arms rakes and replaceable blades or squeegees associated with skimmer arms/scum collectors, weir replacement/leveling, baffle replacement/leveling, all cover plates, hand rails and walkways/catwalks/beam bridge, grating, anchor bolts and trusses/mounting brackets, weir troughs maintenance/leveling, influent/effluent/spray piping (to include substructure piping), limit switches, external skimmer arm center piers (to include bearing maintenance/replacement), wheels (to include vulcanizing/alignment), shut-off valves, maintenance/repair/replacement of associated mechanisms, and all integrated gearboxes.
- 1.6     All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories. The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.
- 1.7     The Contractor must be able to furnish copies of current environmental permits and demonstrate compliance with current environmental regulations.
- 1.8     The Contractor facility shall be subject to inspection to verify that the equipment and personnel deemed necessary to perform the type of repair services required under this contract are in place at the time of inspection.
- 1.9     Subcontractors to the Contractor, for the performance of work under this contract are subject to the same standards as the Contractor.

- 1.10 The clarifiers at City facilities are purchased and installed under City's Master Specifications (latest edition) requiring compliance with the applicable sections of the following standards and codes:
  - 1.10.1 American National Standard Institute (ANSI)
  - 1.10.2 Anti-Friction Bearing Manufacturing Association (AFBMA)
  - 1.10.3 Institute of Electrical and Electronic Engineers (IEEE)
  - 1.10.4 National Electrical Code (NEC)
  - 1.10.5 National Electrical Manufacturers Association (NEMA)
  - 1.10.6 American Society of Mechanical Engineers (ASME)
- 1.11 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
  - 1.11.1 Steel Structures Painting Council (SSPC)
  - 1.11.2 Anti-Friction Bearing Manufacturing Association (AFBMA)
  - 1.11.3 American Society for Non-Destructive Testing
  - 1.11.4 City of Houston Electrical Code
  - 1.11.5 American Society for Testing and Materials (ASTM)
- 1.12 The installed clarifiers at City facilities and clarifiers to be purchased in future are manufactured by the following (but not limited to) companies:
  - 1.12.1 Westech
  - 1.12.2 Dorr-Oliver
  - 1.12.3 Eimco
  - 1.12.4 Walker Process
- 1.13 **ALL MARKUPS SHALL BE BASED ON PART VENDOR'S OR SUB-CONTRACTOR'S ACTUAL ORIGINAL INVOICED DOCUMENTS. THE CONTRACTOR SHALL SUBMIT THESE ACTUAL ORIGINAL INVOICES, AS ATTACHMENTS, WITH THE FINAL INVOICE FOR PAYMENT BY CITY FOR THE WORK PERFORMED THE CONTRACTOR.**
- 1.14 All equipment removed from any City facility shall be documented on a City Equipment Release Form; see Example Appendix "B".
- 1.15 At Contractor's repair facility, the Contractor shall disassemble the unit, inspect it and prepare a scope of work to repair and replace parts with **new OEM** parts *or equal or better*.
- 1.16 If the Contractor plans to use any part other than an OEM specified part; the Contractor shall obtain, in advance of the use of such part, written permission/approval from UDR and/or Contract Technical Representative (CTR).
- 1.17 The City reserves the rights to pick up all clarifiers parts that are quoted by the Contractor to be replaced. This includes, but is not limited to seals, bearings, gears, and other items of a clarifier unit. Non-repairable units do not need to be reassembled.
- 1.18 If requested by the CTR, Contractor shall furnish parts needed for maintenance activities of clarifier units by City personnel. Contractor shall charge the same price for these parts as scheduled in the Bid Forms under "Parts and Material".
- 1.19 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the UDR and/or CTR if the (EI) tag is damaged or missing.
- 1.20 Contractor shall install a stainless steel identification tag stamped with the Contractor's Job Number and Repair Date to each gearbox housing. The tag shall be secured with stainless



steel drive pins. The cost of the identification tag shall be included as a part of the base cost of any repair.

- 1.21 Before disassembly nameplate data shall be verified, all missing or damaged parts shall be identified in writing, recorded, and special items shall be noted on the City of Houston Teardown Form, Appendix "C".
- 1.22 Upon receipt of the clarifier drive unit, the Contractor shall document all information about the conditions of the unit and parts to include digital photographs of drive unit components. The condition of the clarifier unit shall be documented on the City of Houston Teardown Form, Appendix "C".
- 1.23 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on a new stainless or aluminum nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any repair
- 1.24 Delivery tickets and packing slips shall contain quantity, part number, description of commodity delivered, name of department or section and facility name to which the merchandise was delivered, the City of Houston Ordinance Number, Contract number, signature of receiving employee, printed name, employee number, and the authorization release number.
- 1.25 The repair shop must be able to verify all hours charged for work performed. Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock or shop record or any other mutually agreed method. All work will be supported with copies of time cards submitted for verification with the invoice.
- 1.26 At a later date, the City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with the contract. Subject to such audit, any overpayments shall be recovered from the Contractor.
- 1.27 The intent of this contract is for the Contractor to do the repair specifically at the Contractor's facilities. The Contractor shall provide UDR a list of the name(s) and location(s) of ALL shop(s) and subcontractors that will be used for the specified repair work. The Contractor shall obtain written approval for each shop and subcontractor before start of the contract. If the Contractor plans to use any subcontractor not on the list, the Contractor shall obtain written approval from the CTR before subcontracting the work.
- 1.28 The City desires a single vendor to do the work described in this contract documents, but may award to more than one Contractor by groups of clarifier units, as listed in Exhibit "BB" of these documents.
- 1.29 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by sub-contractors or the contractor. In-house work will be supported with copies of time cards. This verification shall be submitted with the invoice.
- 1.30 THE FIELD TIME SHEETS SHOULD BE SIGNED DAILY BY A CITY OF HOUSTON SUPERVISOR AT THE FACILITY LOCATION, IF A CITY SUPERVISOR IS NOT AVAILABLE. ALL TIME SHEETS SHALL BE APPROVED BY THE UDR ON THE LAST WORKING DAY OF EACH WEEK.
- 1.31 THE CITY SHALL BE BILLED ONLY FOR THE HOURS THE CONTRACTOR WORKS ON CITY EQUIPMENT WHETHER AT CITY FACILITY OR AT CONTRACTOR'S FACILITY. LABOR RATE FOR WORK AT A CITY FACILITY SHALL COVER THE TRAVEL EXPENSE OF THE CONTRACTOR. NO ITEMIZED TRAVEL TIME IS

ALLOWED.

- 1.31 The price of parts and material and cost of a replacement unit supplied for this contract shall be the total **original invoiced cost to the contractor plus contractor's quoted percentage (%) markup** for the item. The Contractor shall submit the supporting documentations with the final invoice.
- 1.33 The Labor Rates in the Contract Fee Schedule shall apply to all work performed by the Contractor's personnel. All work performed by subcontractors shall be invoiced, including pricing and separate percentage (%) markup under the line item for subcontractor work.
- 1.34 RESERVED
- 1.35 RESERVED
- 1.36 Wherever OEM documentation such as Operation and Maintenance Manual, etc., specify torque values, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- 1.37 Paint booth shall not be used for Sandblasting.
- 1.38 All clarifier drive units, valves, rakes or other parts subject to corrosion or rust with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any repair.
- 1.39 The Contractor shall be responsible for storage of the drive units and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.
- 1.40 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- 1.41 All repairs shall be made to bring the equipment to OEM's specifications.
- 1.42 The enclosed City of Houston "Teardown" reports included in this document shall be used for each repair.
- 1.43 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- 1.44 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.
- 1.45** The Contractor/OEM Distributor/Shop shall use the OEM's latest list price with a discount percentage (plus or minus) applied to the lowest price list column in the price list for the price of parts, materials and replacement units on the contract. The quoted discount percentage is subject to audit by the City of Houston.
- 1.46 The Contractor shall provide to the City a full set of repair record (including completed teardown sheets, work performed on the unit, and test run results including vibration levels at all bearings of the drive and prime mover) upon completion of work, if requested by the UDR and/or CTR. The Contractor shall establish and maintain the repair records for at least three (3) years from the date when the unit passed acceptance inspection and/or test.
- 1.47 ALL labor to perform teardown inspections, cleaning, disassembly, sand blasting, balancing, reassembly, painting, shop testing, and documenting shall be included as labor/base price for the clarifier overhaul-repair.
- 1.48 At a City location, all machinery and equipment that are undergoing maintenance and repair

shall be **locked-out/tagged-out (LOTO)** to protect against accidental or inadvertent operation when such operation could cause injury to personnel or damage to equipment. **Authorized personnel only who may include qualified electricians, mechanics, and operators shall carry out LOTO.**

- 1.49 Contractor shall provide the CTR with monthly written progress reports. These reports may be emailed or faxed to CTR.
- 1.50 The UDR and the Contractor's manager shall meet once a month to review the records of the completed works, works in progress, and any other matter related to this contract. Any discrepancies shall be resolved at the time and all backlogs shall be completed by the tenth of the following month. The UDR shall provide the Contractor with a spreadsheet for tracking the job's cost and progress. The Contractor shall update the spreadsheet to reflect changes in activities by the Contractor and to ensure availability of Funds to perform the work.

## **2.0 REPAIR AND REPLACEMENT**

- 2.1 The Contractor shall inspect, repair, and/or troubleshoot the clarifiers including accessories (sub-assemblies) of the clarifiers in lieu of replacement unless the repair cost of a unit and or sub-assemblies exceeds seventy (70) percent of the cost for replacing it with a new item. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on clarifier unit economic evaluation and various operational considerations.
- 2.2 The Contractor shall attach quotes/invoices for UDR review when submitting work scope. For all major components such as shafts, gears, and gear assemblies, the repair work scope shall include the cost of a new item as well as the estimated cost to repair such item. Every work scope shall include the purchase price of a new unit identical to the one being repaired.
- 2.3 The CTR must approve in writing, the purchase of a new unit in lieu of repair.
- 2.4 Replacement units and accessories shall be same size and type as the existing ones, unless otherwise authorized in writing by CTR.
- 2.5 If the unit is considered to be "non-repairable", the Contractor shall use the schedule in the Contract Fee Schedule under "Non-Repairable Shop Cost" to invoice for the work performed by the Contractor to include all costs associated with teardown, reports, and diagnostic.
- 2.6 Contractor shall use the Contract Fee Schedule under "Cost to Replace a Unit..." to invoice the replacement cost.

## **3.0 SPECIFIC TASKS AND SCOPE OF WORK**

- 3.1 Upon request from the UDR or CTR and within ONE working day, the contractor shall inspect the clarifiers at the Drinking Water Operations facility. The Contractor shall document the condition of the unit on the City of Houston Field Inspection Form, Appendix "A". If repairs can be performed at City facility at the time of inspection, the Contractor shall do the needed repair and release/return the unit to Operation with five working days.
- 3.2 RESERVED
- 3.3 If the clarifier or unit can be repaired at City location but additional parts and services are needed, the Contractor shall notify the UDR and prepare a scope of the work within forty-eight (48) hours and submit it to the UDR for approval. The Contractor, upon receipt of approval, and accusation of parts, shall complete the repair of the clarifier within five (5) working days and release/return the unit to operation.
- 3.4 If the clarifier or unit cannot be repaired at City location, the Contractor shall notify the UDR.

Within forty-eight (48) hours, the Contractor shall disassemble the unit from the drive, remove from foundation, and load on Contractor's vehicle, and transport/deliver the unit to contractor's repair facility. The Contractor shall ensure that all openings to pipes, inlet and discharge of fluids, and housing openings, are blocked/covered to prevent entry of rain, dirt, rodents, birds, and crawling animals. The covers for the openings shall be made of metal or plywood of sufficient thickness, strength, rigidity, and shall be secured to resist damage by wind and rainstorm.

- 3.5 The Contractor shall furnish hoist, crane, etc. for loading and unloading of the unit at City facilities and at Contractor's facility.
- 3.6 Before disassembly of the unit at Contractor's shop, the Contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the unit and sub-assemblies, as received. These photographs and any subsequent photographs of the unit and its parts shall be part of the repair record.
- 3.7 The Contractor shall chemically and mechanically clean all external surfaces, as required.
- 3.8 The Contractor shall disassemble unit and clean all internal parts.
- 3.9 The Contractor shall inspect all components of the unit and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- 3.10 If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.
- 3.11 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, and other damages and shall record these observations on the City of Houston Teardown Form, Appendix "C".
- 3.12 The Contractor shall inspect the shafts for "roundness/run out" and determine if it is within OEM tolerance. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- 3.13 The Contractor shall inspect the shaft extensions and key seats (keyways). Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked to determine if it is within OEM tolerance. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure it conformance.
- 3.14 The Contractor shall inspect each bolt for damaged threads.
- 3.15 RESERVE
- 3.16 The Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all roller element bearings and seals when the original unit was furnished with such items.
- 3.17 For units which are being repaired at Contractor's facility, the Contractor shall prepare and submit, within ten (10) working days, to the UDR a scope of the repair work to be carried out on the unit. This good faith estimate shall include a brief description of the work to be performed, itemized cost for new replacement OEM parts, and any additional labor hours beyond what is required and specified to repair the unit. This work scope shall include the estimated time for delivery of parts and the schedule to complete the work and a City of Houston Recommended Repair Estimate Form, Appendix "D".

- 3.18 Upon acceptance of cost estimate by the UDR and/or CTR, Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:
- |                                       |          |
|---------------------------------------|----------|
| 3.18.1 Primary Drive                  | 4 weeks  |
| 3.18.2 Secondary (intermediate) Drive | 6 weeks  |
| 3.18.3 Final Drive                    | 12 weeks |
- 3.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job within the contractually agreed time period of item 3.18. The Contractor shall submit to UDR a detailed explanation for the delay with a new schedule to complete the job in writing.
- 3.20 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather protected storage area.
- 3.21 All shaft assemblies shall be checked for total indicated run out (TIR) and recorded on the rotor information sheet. This test shall be carried out on a lathe.
- 3.22 Shaft seal surface, bearing journals and coupling fit, shall be micrometer checked and recorded on the rotor information sheet.
- 3.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.
- 3.24 The above measurements shall be submitted to UDR, along with other data sheets, during the teardown inspection.
- 3.25 Replacement bearings shall have an L<sub>10</sub> rating life in accordance with ANSI/AFBMA equal to or longer than OEM bearing.
- 3.26 After parts have been repaired, Contractor shall put together the rotating assembly and check it for correct, smooth operation. The Contractor shall reassemble the unit, test, seal and paint, as required.
- 3.27 The Contractor shall prepare the surfaces to be painted to machine gray a "metal finish" by blast cleaning to SSPC-SP5.
- 3.28 Surface of all units shall be primed and finished, in an approved paint booth, using the unit OEM standard painting system:
- |        |  |
|--------|--|
| 3.28.1 | The minimum Prime coat thickness shall be 3 mils DFT, <b>dry film thickness (DFT).</b> |
| 3.28.2 | The minimum finish coat thickness shall be 6 mils DFT                                  |
- 3.29 If OEM paint information is not available, the following City of Houston' standard specification for surface coating of clarifiers and equipment shall be followed:
- |        |  |
|--------|--|
| 3.29.1 | The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish, |
| 3.29.2 | The prime coat shall be Ameron 38P, Tnemec 69, or equal.   |
| 3.29.3 | The finish coat shall be Ameron 38S, Tnemec 69, or equal.  |
- 3.30 No deviation from the paint specification is allowed, unless advance written approval for variance to paint specifications was given by the CTR.
- 3.31 The paint color shall be as the OEM standard for such units unless specifically requested otherwise, in written, by the CTR.

- 3.32 The Contractor shall return the repaired unit to a City facility, set on foundation, check the leveling of the drive base, couple, precision align the drive/chain/ coupling, and reconnect lube piping. The Contractor shall ensure that all shutdown systems/protections are operational before the test run.
- 3.33 If requested by the UDR, the Contractor shall couple, precision align the drive sprockets / chain / coupling of the units which had their drive replaced by the City personnel. The charge for this service will be based on the Stand Labor Rate as shown in the Contract Fee Schedule.
- 3.34 The Contractor shall start the unit and check the lube system. The Contractor shall measure/record the vibration of drive at DE and ODE in axial, vertical, and horizontal directions.
- 3.35 The vibration levels shall be as specified by the OEM. If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.
- 3.36 Alignment shall be adjusted, as required, before placing the unit into permanent service.

#### **4.0 Drive Unit Inspection and Repair**

- 4.1 The Contractor shall provide a repair record and report showing the condition of drive units upon receipt, the repair work done, vibration levels, and the final test results.
- 4.2 During disassembly, the clarifier components and parts shall be visually inspected to determine and record/report the cause of failure.
- 4.3 The shaft assembly shall be inspected for wear, scoring, cracks.
- 4.4 Shaft seal surface, bearing journals and coupling fit, shall be checked with a micrometer and recorded on the rotor information sheet.
- 4.5 Clarifier units that are overhauled-repaired at Contractor facility shall be thoroughly cleaned to be free from dirt, grit, grease, oil, and shall be inspected for damage and repairs made to damaged areas.
- 4.6 Torch heating shall NOT be used for clean up.
- 4.7 The bead or sandblasting shall be done with approved material.
- 4.8 **OVERHAUL- REPAIR AT CONTRACTOR'S FACILITY (OVERHAUL-REPAIR):** The following work scopes shall be followed for all shop overhaul-repair of the clarifier units. All bearings, lip seals, and gaskets shall be replaced. Bearings shall be replaced with new OEM specified bearings that have an L<sub>10</sub> rating life as the original OEM or longer in accordance with ANSI/AFBMA. Equivalent bearing may be used if approved by the CTR. The price in the Contract Fee Schedule for **OVERHAUL-REPAIR (SHOP-REPAIR)** of a clarifier unit shall include ALL cost of supervision, labor, tools, equipment, supplies to complete the work specified herein for Shop-Repair. The cost does not include the cost of the bearings or lip seals, damaged or broken or worn parts (which are reimbursable) if authorized by the UDR. The cost shall be based on the unit prices included in the contract fee schedule in accordance with work performed following Section 13.0, Additional Services.

##### **4.8.1 Primary Drive Units:**

- 4.8.1.1 Disassemble the gearbox. (Single or multiple stage units shall be treated as a whole unit)

- 4.8.1.2 Bead blast (inside/outside gearbox) or sandblast (outside gearbox only) and clean all parts as needed, and inspect all parts, chase all tapped holes and de-burr, and inspect bores, seal fits, and vents.
- 4.8.1.3 Clean and de-burr all input shaft covers and hone all machine faces.
- 4.8.1.4 Clean and de-burr the housing and hone all machine faces.
- 4.8.1.5 Clean and de-burr the all seal housings and hone all machine faces.
- 4.8.1.6 Clean and de-burr the bearing housing and hone all machine faces.
- 4.8.1.7 Check all shafts for burrs, defects, tolerances and repair/replace as necessary.
- 4.8.1.8 Non-Destructive Testing (NDT) check gears for cracks, damage, wear, pitch and tolerances.
- 4.8.1.9 During reassembly check gear mesh and backlash on all shaft/gear assemblies, shim or adjust as necessary to bring within proper tolerances.
- 4.8.1.10 Paint the assembled unit.

#### **4.8.2 Secondary (Intermediate) Drive Units:**

- 4.8.2.1 Disassemble the gearbox.
- 4.8.2.2 Bead blast (inside/outside gearbox) or sandblast (outside gearbox only) and clean all parts as needed, chase all tapped holes and de-burr, and inspect.
- 4.8.2.3 Clean and de-burr all input and output shaft covers and hone all machine faces.
- 4.8.2.4 Clean and de-burr the housing and hone all machine faces.
- 4.8.2.5 Clean and de-burr the all seal housings and hone all machine faces.
- 4.8.2.6 Clean and de-burr the bearing housing and hone machined faces.
- 4.8.2.7 Check all shafts for burrs, defects, tolerances and repair/replace as necessary.
- 4.8.2.8 NDT check gears for cracks, damage, wear, pitch and tolerances.
- 4.8.2.9 During reassembly check gear mesh and backlash on all shaft/gear assemblies, shim or adjust as necessary to bring within proper tolerances.
- 4.8.2.10 Paint the assembled unit.

#### **4.8.3 Final (Bull gear) Drive Units:**

- 4.8.3.1 Disassemble the gearbox.
- 4.8.3.2 Sandblast and clean all parts as needed, chase all tapped holes and de-burr, and inspect.
- 4.8.3.3 Inspect all races and replace as needed.
- 4.8.3.4 Inspect all bearings and replace as needed.
- 4.8.3.5 Replace all damaged or worn out seals
- 4.8.3.6 Clean and de-burr the all housings and hone machined faces.
- 4.8.3.7 NDT check gears for cracks, damage, wear, pitch and tolerances.
- 4.8.3.8 Assure that all drains are clear and replace drain piping and valves as needed.
- 4.8.3.9 Paint the assembled unit.
- 4.8.3.10 Non-Overhaul repairs includes but is not limited to, clarifiers, concrete repair of clarifiers (to include resurfacing, leveling, sealing and assessing/repairing possible structural damage), center well/pier to drive unit/rakes leveling/correlation, structural integrity and maintenance of collector arms rakes and replaceable blades or squeegees associated with skimmer arms/scum collectors, weir replacement/leveling, baffle replacement/leveling, all cover plates, hand rails and walkways/catwalks/beam bridge, grating, anchor bolts and trusses/mounting brackets, weir troughs maintenance/leveling, influent/effluent/spray piping (to include substructure piping), limit switches, external skimmer arm center piers (to include bearing maintenance/replacement), wheels (to include vulcanizing/alignment), shut-off valves, maintenance/repair/replacement of rotating scum collectors and associated mechanisms. Non-Overhaul repairs

shall be reimbursed in accordance with the unit prices included on the bid form and performed in accordance with Section 13.0, Additional Services.

## 5.0 **RESPONSE TIME**

- 5.1 Contractor shall be accessible to the City via telephone during **normal business** hours (7:00 A.M. – 4:00 P. M. - Monday – Friday). The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service. The Contractor shall provide the City with a 24-hour emergency contact number.
- 5.2 Contractor shall be available and accessible to the City via telephone to work **overtime** if requested by the UDR and/or CTR...
- 5.3 Contractor shall be available and accessible to the City via telephone to work on an **emergency** basis (holidays included) if requested by the UDR and/or CTR.
- 5.4 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. The UDR and/or CTR shall coordinate the emergency and overtime work.

## 6.0 **REPAIR TECHNICIANS**

- 6.1 The repair technicians of the Contractor shall be qualified, properly trained in repair-recondition of clarifiers of the type and sizes specified in this contract.
- 6.2 The repair technicians of the Contractor shall have a minimum of three (3) years experience in repair-recondition of clarifiers of the sizes specified in this contract
- 6.3 The Contractor shall furnish the resume of the technicians to the City Inspection Team during the Team's visit of the Contractor's facility.
- 6.4 These requirements shall apply to all of the sub-contractors who work for the Contractor.
- 6.5 It is the responsibility of the Contractor to conduct security screening on all its technicians, employees and designated agents that may require access to the Drinking Water Facilities. The Contractor must provide Public Works & Engineering Security Management Section with a roster of these employees, and the roster must include the employee's full name, picture, and driver's license number. Rosters need to be sent to Shandra Jones ([Shandra.Jones@houstontx.gov](mailto:Shandra.Jones@houstontx.gov)) for clearance to enter onto the facilities. Any changes to the roster must be forwarded to the Public Works & Engineering Security Management Section immediately upon change. Technicians, employees and/or designated agents not listed on the approved roster will not be allowed entry into any of the Facilities. Failure to adhere to these security requirements will be just cause for termination of the contract.

## 7.0 **ACCEPTANCE OF REPAIR**

- 7.1 The UDR shall inspect the repaired unit before the run test can begin. It is the Contractor's responsibility to ensure communication has been established with the UDR for witnessing of the performance test.
- 7.2 Vibration measurements shall be taken on the completely assembled unit at the DE and ODE, horizontal, axial, and vertical directions on the bearing housings adjacent to the shaft. The measurements shall be performed and recorded for the prime mover as well as the gearboxes.
- 7.3 Vibration measurements shall be expressed as velocity, unfiltered, and recorded on the



Repair Data and Final Test Sheets. Acceptable maximum vibration level as specified by the OEM.

- 7.4 After the unit is run continuously for at least four hours with no load; the Contractor shall measure/record the vibration at the same spots as the beginning of the test run. Acceptable maximum vibration level as specified by the OEM.
- 7.5 The test run shall be a continuous run of at least twenty four (24) hours with load; the Contractor shall measure/record the vibration at the same spots as the beginning of the test run. Acceptable maximum vibration level as specified by the OEM.
- 7.6 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.
- 7.7 After corrective actions are made, the unit shall go through a new test run before the clarifier unit is accepted.
- 7.8 The repair record and report covering teardown report, photographs of the condition of the clarifier unit, specific measurements, and tests such as balancing of rotating elements, vibration measurements, mechanical measurements and others shall be kept for three years by the Contractor, and shall be furnished to the City if requested by UDR and/or CTR. The Contractor shall provide the City of Houston with a monthly Progress and Status Report as shown in the City of Houston Appendix "E".
- 7.9 The City shall NOT make any payment to the Contractor until ALL corrective actions are made and the equipment repair is accepted.
- 7.10 The weir leveling shall be accomplished to equalize the overflow from this clarifier as well as all the other clarifiers, which are in service to prevent a short-circuiting of the clarification process.

## **8.0 SILENCE OF SPECIFICATIONS**

- 8.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

## **9.0 LABOR RATE**

- 9.1 The labor rate shall include ALL cost associated for the qualified person to work on and repair City equipment including wages paid, all company benefits, transportation, company profits.

## **10.0 PREVENTIVE AND PREDICTIVE MAINTENANCE**

- 10.1 The Preventive Maintenance (PM) and Predictive Maintenance (PdM) programs will be performed on all clarifier units in each group annually. PM and PdM may be performed concurrently on each equipment, however there must be a one year interval between PM and/or PdM Programs. Therefore if PM and/or PdM is carried out on December 5, 2014, the next PM and/or PdM cannot be carried out before December 4, 2015.
- 10.2 ALL PM and PdM services involving shut down of equipment shall be approved by UDR or CTR and coordinated with the Operations supervisor of the facility. Contractor shall

submit request for shutdown two weeks prior to the shut down. Granting of a Shutdown is subject to Operations' conditions at the time.

- 10.3 The Contractor shall complete any scheduled PM and PdM, and inspection service of any equipment and return such unit to Operations notwithstanding the expiration of the Business Hours and/or other conditions unless authorized, in writing, by UDR or CTR.
- 10.4 The Contractor shall have access to the facilities named in this document and to storage areas designated by Operations within the facilities. Access to the facilities shall be limited to 7:30 a.m. to 4:00 p.m. Monday to Friday, except as required or allowed by the UDR and Operations.
- 10.5 The Contractor shall perform un-scheduled corrective, repair, and maintenance services when requested by the UDR. The contractor shall be reimbursed in accordance with the unit prices as shown on the Contract Fee Schedule "H".
- 10.6 Scheduled reports, programs and/or records required by these specifications are essential in documenting the Contractor's performance as well as the status of each equipment. Without adequate documentation as specified herein, invoices cannot be certified for payment. If Contractor fails to submit any required schedule, reports, programs and/or records, by the submission date required or any extensions thereof granted, COH shall have the right to terminate this contract for default.

## **11.0 PREVENTIVE MAINTENANCE PROGRAM**

- 11.1 The Preventive Maintenance (PM) program mission is to extend the life of equipment and detect critical wear of equipment and initiate the needed remedial action. PM shall be accomplished via the performance of the following series of tasks at annual frequencies to prevent against equipment failure and/or break down:
- 11.2 One (1) through eight (8) provide a detailed list of the specific tasks required to be performed by the Contractor.
  - (1) Annual visual inspection above the waterline, including discussions with COH DWO (Drinking Water Operations) Plant operators and maintenance, and pictures.
  - (2) Sample gear oil and submit to a COH DWO pre-approved certified lab for testing for metal as necessary or if grit is felt in the oil. See 12.0 below
  - (3) Replace the gear oil annually. The COH DWO operations and/or maintenance staff will assist with draining, collecting, and disposing of the gear oil. Oil changes shall be performed on the speed reducer, secondary drive (worm gear) and final or "spur" gear drive.
  - (4) Make observations for excessive wear, slack, or noise in any moving part(s) of the clarifier mechanism.
  - (5) Make observations concerning operations lubricating clarifier equipment as required and assist/train operator and maintenance staff in the proper technique as necessary.
  - (6) Make observations of, relative levelness of weirs/baffles, corrosion damage, and/or bent or broken components.
  - (7) Prepare PM report of findings and submit to COH UDR, CTR. within twenty-one (21) days of completion of preventative maintenance on equipment as scheduled. Reports shall include at a minimum the following information: equipment location, equipment identification numbers, PM guides, equipment nomenclature, frequency of maintenance, date PM was performed, name of technician who performed PM activities, statement of deficiencies found, if any and corrective actions required, if any.

- (8) Create and maintain service logs for each clarifier inventory purposes.

## **12.0 PREDICTIVE MAINTENANCE PROGRAM**

- 12.1 The Predictive Maintenance (PdM) program mission is to initiate remedies before equipment failures thus extending the life of equipment and preventing critical equipment wear. PdM shall accomplish this via the performance of field sampling of the oil lubricant to be conducted annually and tested for the presence of metals. The oil samples shall be taken prior to oil changes.
- 12.2 Annual PdM testing and reporting shall establish the following priorities that determine the severity of a PdM problem with a clarifier and the urgency in which maintenance actions shall take place, providing a detailed list of five (5) priorities below:
- 12.2.1 Priority 1: Severe Problem – Equipment requires immediate maintenance action
  - 12.2.2 Priority 2: Significant Problem – Equipment requires urgent attention which shall be scheduled as soon as time allows (within less than a month)
  - 12.2.3 Priority 3: Problem Exists – Equipment requires maintenance action which shall be scheduled at least within three (3) months
  - 12.2.4 Priority 4: Equipment exhibits potential problems with no change in operation efficiency – Maintenance personnel determines no maintenance action presently warranted – Continue to monitor for changes that indicate problem is becoming severe enough to warrant maintenance action
  - 12.2.5 Priority 5: Present data reveals no problem – Equipment does not require maintenance action but monitoring shall continue
- 12.3 Contractor must submit oil lubricant sample to COH DWO pre-approved certified lab for testing; lab is required to submit a separate copy of test results directly to COH UDR, CTR, immediately upon completion of testing. Contractor shall submit a detailed report of its findings within fifteen (15) days of completion of PdM to COH UDR, CTR.

## **13.0 ADDITIONAL SERVICES**

- 13.1 Prior to commencement of any “Additional Services,” Contractor shall submit a written proposal for approval by CTR describing the work to be done and include a good faith estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs.
- 13.2 Contractor shall perform “Additional Services” using the unit rates in the Contract Fee Schedule “H” shown in the contract as specified for the type of service provided. If the “Bid Forms” do not cover the work the Contractor shall be paid on the reimbursable cost-plus basis, supported by documentations. Timing of any “Additional Services” shall be mutually agreed upon between the CTR and the Contractor.

## **14.0 ADDITIONS & DELETIONS:**

- 14.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, the charges therefore will then be the Contractor’s normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

## **15.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

- 15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Clarifier Maintenance and Repair Services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing or requiring all the quantities specified herein.

## **16.0 WARRANTY OF SERVICES:**

- 16.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.
- 16.2 "Correction" as used in this clause, means the elimination of a defect.
- 16.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 16.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 16.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

## **17.0 Minimum Wage:**

- 17.1 Contractor shall pay all employees a minimum wage mandated by Federal guidelines while working under this Contract. If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request for increase in the Contract Fees to the City Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

## **18.0 INVOICES**

- 18.1 Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationery with the original signed by an authorized agent of the company. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:
- 18.2 City Contractor Number, City Ordinance Number, City Release Number, and Contractor's Job Number.

- 18.3 Contractor's Job Number and Contract year shall appear clearly on all time sheets [showing hours worked, break(s) and lunch time], invoices, and suppliers' invoices.
- 18.4 Contractor's name and address and where the service was performed.
- 18.5 City equipment EI Number, and City Work Order Number.
- 18.6 City Facility Number and address where equipment had been prior to repair service.
- 18.7 City Facility where equipment was installed/delivered after completion of repair.
- 18.8 Detailed description of services rendered.
- 18.9 Description of Parts or Components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.
- 18.10 Subcontractors' invoices with detailed description of cost of work performed.
- 18.11 City delivery and pickup tickets.
- 18.12 Subtotal costs for Parts and Labor hours separately.
- 18.13 Shop Teardown and Recommended Repair form, Equipment Release Authorization form, Recommended Repair Estimate form, Field Acceptance Tests form and Progress and Status Report form shall be submitted.
- 18.14 Total invoice costs of the job.
- 18.15 All unit prices for labor and parts shall be easily identified against the quoted contract pricing.

Mail invoices to Accounts Payable:  
City of Houston, Accounts Payable  
P.O. Box 61449  
Houston, Texas 77208-1449.

**Appendices:** A-Field Inspection Form  
B-Equipment Release Authorization Form  
C-Teardown and Recommended Repair Report Form  
D-Recommended Repair estimate Form  
E-Progress and Status Report Form

## **19.0 ADDITIONS & DELETIONS:**

- 19.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

## **20.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

- 20.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

## **30.0 INTERLOCAL AGREEMENT:**

- 30.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract.

Separate contracts will be drawn to reflect the needs of each participating entity.

**40.0 WARRANTY OF SERVICES:**

- 40.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 40.2 "Correction" as used in this clause, means the elimination of a defect.
- 40.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 40.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

**50.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:**

- 50.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

**APPENDIX "A"**  
**Field Inspection Form**  
**City of Houston**

Public Works & Engineering Department  
**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**  
*Sample Only, Actual Form is subject to change by CTR after Award of the contract*

Contractor: \_\_\_\_\_ Contractor Job #: \_\_\_\_\_

Contract # \_\_\_\_\_ Ordinance#: \_\_\_\_\_ City Work Order #: \_\_\_\_\_

City Facility Name: \_\_\_\_\_ City Facility#: \_\_\_\_\_ EI #: \_\_\_\_\_

Nameplate Information:

Make:			
Model:			
Serial:			

Visual Inspection Comments and Deficiencies:


Field Repairs:


Standard Electronic Test: \_\_\_\_\_

Standard Mechanical Test \_\_\_\_\_

Field Testing and Certification Results:


Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By UDR \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX "B"**  
**Equipment Release Authorization Form**  
**City of Houston**  
**Public Works & Engineering Department**  
**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**  
*Sample Only, Actual Form is subject to change by CTR after Award of the contract*

RELEASE #: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY WORK ORDER #: \_\_\_\_\_

CITY FACILITY NAME: \_\_\_\_\_ CITY FACILITY#: \_\_\_\_\_ EI #: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTRACTORJOB#: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

ORDINANCE #: \_\_\_\_\_

**NAME PLATE INFORMATION:**

MAKE:	VOLT:	HP:	RPM:
MODEL:	AMP:	HZ:	SF:
SERIAL:			

REASON FOR THE PULLING OF THE COMPRESSOR:

\_\_\_\_\_

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

\_\_\_\_\_

IS THERE A PICTURE (S) OF THE COMPRESSOR ATTACHED? YES: \_\_\_\_\_ NO: \_\_\_\_\_

**CONTRACTOR REPRESENTATIVE**

**CITY OF HOUSTON REPRESENTATIVE**

NAME: \_\_\_\_\_  
\_\_\_\_\_

NAME:

EMPLOYEE #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



**APPENDIX "C"**  
**City of Houston**  
**Public Works & Engineering Department**  
**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**  
**Teardown and Recommended Repair Report**  
*Sample Only, Actual Form is subject to change by CTR after award of the contract*

**Contractor:** \_\_\_\_\_ **Contractor Job Number:** \_\_\_\_\_

**City Contract #:** \_\_\_\_\_ **City Release#:** \_\_\_\_\_ **City Ordinance #:** \_\_\_\_\_

**Clarifier Location:** \_\_\_\_\_ **City Facility Number:** \_\_\_\_\_ **EI #:** \_\_\_\_\_

**Nameplate Information:**

Make:			
Model:			
Serial:			

**Seal Information:**

Type	Size	Condition	

**Valve Information:**

Type	Size	Condition	

Type Certification Test Required: \_\_\_\_\_

**Recommendation: Repair:** \_\_\_\_\_ **Replacement:** \_\_\_\_\_

Other Repairs Needed: \_\_\_\_\_

Parts Description: \_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPENDIX "D"**  
**Recommended Repair Estimate Form**  
**City of Houston**  
**Public Works & Engineering Department**  
**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**  
*Sample Only, Actual Form is subject to change by CTR after Award of the contract*

Contract #:	City Work Order #:
Ordinance #:	Contractor Job #:
City Facility:	Facility #:
Backflow Preventer Information:	
Manufacturer:	Work Notification Date:
Model #:	Field Inspection Date:
Serial #:	Equipment Pull Date:
El#:	Estimate Date:

<b>UNIT PRICE ITEMS:</b>	Unit	Extended
Item 1 - Prepare for Removal – Each	1.00	
Item 2 - Transport to Shop – Each	1.00	
Item 3 - Return to City – Each	1.00	
<b>Sub-Total Unit Price Items</b>		

<b>COST PLUS ITEMS:</b>	Contract Cost	Mark Up	Extended Price
Item 4 -		1.**	
Item 5 -		1.**	
Item 6 - Work by Sub-contractor (see Original invoices)		1.**	
Item 8 - Parts: (see parts Original Invoices)		1.**	
Item 9 - Rented Crane/Rigging		1.**	
<b>Sub-Total Cost Plus Items</b>			

Additional Services (see worksheet):

<b>Total Estimated Project Costs</b>
Total Estimated Clarifier Unit Repair Only
Replacement Cost of an Identical Unit

**I. Repair Cost Expressed as % of Replacement Cost**

Repair Estimate Prepared By: Print Name:	Signature:	Date:
Repair of Clarifier Unit Approved by City of Houston		
UDR: Print Name:	Signature:	Date:
Replacement of Clarifier Unit Approved By City of Houston CTR: Print Name:		
	Signature:	Date:

## APPENDIX “E”

**Progress and Status Report Form**  
**City of Houston**  
**Public Works & Engineering Department**  
**CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**  
*Sample Only, Actual Form is subject to change by CTR after Award of the contract*

Release Number	Work Order #	Work Order Date	E.I. #	Fac. #	Fac. Name	Manufact.	Model #	Serial #	Problem	Inspect Date	Test Date	Person Called Date	Allocated Amount	Cost Of Repair	Expended To Date
													\$	\$	\$

**BB  
Locations**

Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
East	1856	E-113	Plant 3 Train 1 Primary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-C
East	1856	E-113	Two Worm Gears	Walker Process	N/A	020149R	N/A
East	1856	E-113	Two Gear Boxes	Sew-Eurodrive	R57AM145	N/A	N/A
East	1856	E-113	Two Motors	Baldor	Cat6203	850145332-11.11.001	N/A
East	1856	E-118	Plant 3 Train 1 Secondary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-B
East	1856	E-118	Two Worm Gears	Walker Process	N/A	33-2568-1&2	N/A
East	1856	E-118	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-118	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	E-114	Plant 3 Train 1 Tertiary Drive – 125'-0"	Walker Process	UW34772	332936	D11357-B
East	1856	E-114	Two Worm Gears	Walker Process	N/A	33-3015-1&2	N/A
East	1856	E-114	Two Gear Boxes	Walker Process		N/A	N/A
East	1856	E-114	Two Motors	Reliant Electric	B79C190M-AA		N/A
East	1856	E-115	Plant 3 Train 2 Primary Drive – 125'-0"	Walker Process	UW34772	332947	N/A
East	1856	E-115	Two Worm Gears	Walker Process	N/A	020145R	N/A
East	1856	E-115	Two Gear Boxes	Sew-Eurodrive	R57AM145	N/A	N/A
East	1856	E-115	Two Motors	Baldor	Cat6203	850145332-11.11.001	N/A
East	1856	E-116	Plant 3 Train 2 Secondary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-C
East	1856	E-116	Two Worm Gears	Walker Process	N/A	33-3219-1&2	N/A
East	1856	E-116	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-116	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	E-119	Plant 3 Train 2 Tertiary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-B
East	1856	E-119	Two Worm Gears	Walker Process	N/A	33-3219-1&2	N/A
East	1856	E-119	Two Gear Boxes	Walker Process		N/A	N/A
East	1856	E-119	Two Motors	Reliant Electric	B79C190M-AA		N/A
East	1856	E-213	Plant 3 Train 3 Primary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-C
East	1856	E-213	Two Worm Gears	Walker Process	N/A	020149R	N/A
East	1856	E-213	Two Gear Boxes	Sew-Eurodrive	R57AM145	N/A	N/A
East	1856	E-213	Two Motors	Baldor	Cat6203	850145332-11.11.001	N/A
East	1856	E-214	Plant 3 Train 3 Secondary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-B
East	1856	E-214	Two Worm Gears	Walker Process	N/A	33-2947-1&2	N/A
East	1856	E-214	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-214	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	E-218	Plant 3 Train 3 Tertiary Drive – 125'-0"	Walker Process	UW34772	332947	D11357-B
East	1856	E-218	Two Worm Gears	Walker Process	N/A	33-2936-1&2	N/A
East	1856	E-218	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-218	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	E-215	Plant 3 Train 4 Primary Drive – 125'-0"	Walker Process	UW34772	33-3105	D11357-C
East	1856	E-215	Two Worm Gears	Walker Process	N/A	020680R	N/A
East	1856	E-215	Two Gear Boxes	Sew-Eurodrive	R57AM145	N/A	N/A
East	1856	E-215	Two Motors	Baldor	Cat6203	850145332-11.11.001	N/A
East	1856	E-216	Plant 3 Train 4 Secondary Drive – 125'-0"	Walker Process	UW34772	332964	D11357-B

Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
			Drive – 125'-0"				
East	1856	E-216	Two Worm Gears	Walker Process	N/A	33-2964-1&2	N/A
East	1856	E-216	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-216	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	E-219	Plant 3 Train 4 Tertiary Drive – 125'-0"	Walker Process	UW34772	332568	D11357-B
East	1856	E-219	Two Worm Gears	Walker Process	N/A	M-70-800	N/A
East	1856	E-219	Two Gear Boxes	Nord	32-140-TC	N/A	N/A
East	1856	E-219	Two Motors	Reliance Electric	B79C190M-AA	N/A	N/A
East	1856	803	Plant 3 Sludge Thickener 1 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	803	Worm Gear	Walker Process	02148-B-1	N/A	N/A
East	1856	803	Gear Box	Sew-Eurodrive	R77AM145-KS	N/A	N/A
East	1856	803	Motor	Siemens	SD100	C10T0535SE-1	N/A
East	1856	802	Plant 3 Sludge Thickener 2 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	802	Worm Gear	Walker Process	33-4891	N/A	N/A
East	1856	802	Gear Box	Nord	43N140TC/145TC	N/A	N/A
East	1856	802	Motor	Baldor	UM8004T	05E533W002G1	N/A
East	1856	801	Plant 3 Sludge Thickener 3 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	801	Worm Gear	Walker Process	33-4938	N/A	N/A
East	1856	801	Gear Box	Nord	43N140TC/145TC	N/A	N/A
East	1856	801	Motor	Baldor	UM8004T	05E533W002G1	N/A
East	1856	800	Plant 3 Sludge Thickener 4 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-C
East	1856	800	Worm Gear	Walker Process	020148-B	N/A	N/A
East	1856	800	Gear Box	Sew-Eurodrive	R77AM145-KS	N/A	N/A
East	1856	800	Motor	Siemens	SD100	A11T0535SE-8	N/A
East	1856	BW-1	Plant 1 Backwash Thickener 1 Drive – 120'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	BW-1	Worm Gear	Walker Process	33-4937	N/A	N/A
East	1856	BW-1	Gear Box	Nord	97262010	N/A	N/A
East	1856	BW-1	Motor	Reliance Electric	FK145TC	P14X3254-TYZ	N/A
East	1856	BW-2	Plant 1 Backwash Thickener 2 Drive – 120'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	BW-2	Worm Gear	Walker Process	33-4937	N/A	N/A
East	1856	BW-2	Gear Box	Nord	97262010	N/A	N/A
East	1856	BW-2	Motor	Baldor	UM8004T	05E55W02	N/A
East	1856	T-1111	Plant 1 Sludge Thickener 1 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	T-1111	Worm Gear	Walker Process	M70-800-1&2	N/A	N/A
East	1856	T-1111	Gear Box	Boston Gear	800	F873B-56K-B7	N/A
East	1856	T-1111	Motor	Reliance Electric	FK145TC	P14X3254T	N/A
East	1856	T-2111	Plant 1 Sludge Thickener 2 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-C
East	1856	T-2111	Worm Gear	Walker Process	020147R	N/A	N/A
East	1856	T-2111	Gear Box	Sew-Eurodrive	R77AM145-KS	850185660.12.12.001	N/A
East	1856	T-2111	Motor	Siemens	SD100	A12T3535SE34	N/A
East	1856	T-3111	Plant 1 Sludge Thickener 3 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	T-3111	Worm Gear	Walker Process	33-2567-1&2	N/A	N/A

Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
East	1856	T-3111	Gear Box	Sew-Eurodrive	R77AM145-KS	850185660.12.12.001	N/A
East	1856	T-3111	Motor	Reliance Electric	FK145TC	P14X3254T	N/A
East	1856	T-4111	Plant 1 Sludge Thickener 4 Drive – 110'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	T-4111	Worm Gear	Walker Process	M70-800-3	N/A	N/A
East	1856	T-4111	Gear Box	Sew-Eurodrive	R77AM145-KS	880042584.13.13.001	N/A
East	1856	T-4111	Motor	Baldor	CM3554T	35A002T58GH1	N/A
East	1856	P1-BAS A	Plant 1 Train A Primary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	P1-BAS A	Worm Gear	Walker Process	P30701R-1B/1A	N/A	N/A
East	1856	P1-BAS A	Gear Box	Sew-Eurodrive	R77AM145-KS	850015169.01.01.002	N/A
East	1856	P1-BAS A	Motor	Baldor	CM3554T	35A002T58GH1	N/A
East	1856	P1-BAS A	Plant 1 Train A Secondary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	P1-BAS A	Worm Gear	Walker Process	P30701R-1B/1A	N/A	N/A
East	1856	P1-BAS A	Gear Box	Sew-Eurodrive	R77AM145-KS	850015169.01.01.002	N/A
East	1856	P1-BAS A	Motor	Baldor	CM3554T	35A002T58GH1	N/A
East	1856	P1-BAS B	Plant 1 Train B Primary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-C
East	1856	P1-BAS B	Worm Gear	Walker Process	030-300R	N/A	N/A
East	1856	P1-BAS B	Gear Box	Sew-Eurodrive	R77AM145-KS	850145331.11.11.001	N/A
East	1856	P1-BAS B	Motor	Baldor	CM3554T	35A002T58GH1	N/A
East	1856	P1-BAS B	Plant 1 Train B Secondary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-C
East	1856	P1-BAS B	Worm Gear	Walker Process	030031R	N/A	N/A
East	1856	P1-BAS B	Gear Box	Sew-Eurodrive	R77AM145-KS	850015169.01.01.002	N/A
East	1856	P1-BAS B	Motor	Baldor	143TC	05E0024330G1	N/A
East	1856	P1-BAS C	Plant 1 Train C Primary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	P1-BAS C	Worm Gear	Walker Process	030-300R	N/A	N/A
East	1856	P1-BAS C	Gear Box	Sew-Eurodrive	R77AM145-KS	850145331.11.11.001	N/A
East	1856	P1-BAS C	Motor	Baldor	143TC	05E0024330G1	N/A
East	1856	P1-BAS C	Plant 1 Train C Secondary Clarifier – 123'-0"	Walker Process	N/A	N/A	D11357-B
East	1856	P1-BAS C	Worm Gear	Walker Process	P30701R-2B/2A	N/A	N/A
East	1856	P1-BAS C	Gear Box	Sew-Eurodrive	R77AM145-KS	850145331.11.11.001	N/A
East	1856	P1-BAS C	Motor	Baldor	143TC	05E0024089G1	N/A
East	1856	P1-BAS D	Plant 1 Train D Primary Clarifier – 158'-5"	Walker Process	N/A	N/A	D11357
East	1856	P1-BAS D	Worm Gear	Walker Process	P10-720-34/1	N/A	N/A
East	1856	P1-BAS D	Gear Box	Sew-Eurodrive	R57AM145KS	850015169.01.01.004	N/A
East	1856	P1-BAS D	Motor	Baldor	143TC	05E0024330G1	N/A
East	1856	P1-BAS D	Plant 1 Train D Secondary Clarifier – 158'-5"	Walker Process	N/A	N/A	D11357-B
East	1856	P1-BAS D	Worm Gear	Walker Process	33-2564/74W475D/E	N/A	N/A
East	1856	P1-BAS D	Electro-gear	Sterling Electric	B9100-8&4	182-323	N/A
East	1856	P1-BAS E	Plant 1 Train E Primary Clarifier – 158'-5"	Walker Process	N/A	N/A	D11357
East	1856	P1-BAS E	Worm Gear	Walker Process	33256474W475EZW	N/A	N/A
East	1856	P1-BAS E	Electro-gear	Sterling Electric	B9100-3	182-323	N/A
East	1856	P1-BAS E	Plant 1 Train E Secondary Clarifier – 158'-5"	Walker Process	N/A	N/A	D11357
East	1856	P1-BAS E	Worm Gear	Walker Process	33-2564/74W475D/E	N/A	N/A
East	1856	P1-BAS E	Electro-gear	Sterling Electric	B9100-3	182-323	N/A
NEWPP	1858	1	Gravity Thickener - 70'-0"	GL & V Dorr-Oliver	Type S	M714-1A	

Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
NEWPP	1858	1	Drive	DBS Manufacturing	D42-BF	A0DJ926	
NEWPP	1858	1	Gear Motor	Baldor	VM8002	W0208062270	
NEWPP	1858	2	Gravity Thickener - 70'-0"	GL & V Dorr-Oliver	Type S	M714-1B	
NEWPP	1858	2	Drive	DBS Manufacturing	D42-BF	A0DJ936	
NEWPP	1858	2	Gear Motor	Baldor	VM8002	W0208062210	
NEWPP	1858	3	Gravity Thickener - 70'-0"	GL & V Dorr-Oliver	H40A-HT		
NEWPP	1858	3	Gear Motor	DBS Manufacturing	SK473-80S/4	800551276000	
NEWPP	1858	3	Drive	Baldor	VM3542	W1012081218	
SEWPP	1857	RST 7111	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	RST 7111	Gear Reducer	Nord	42 N140TC	8010433869.00.001	
SEWPP	1857	RST 7111	Motor	Baldor	VM8004T	F1009292442	
SEWPP	1857	RST 7111	Sprocket & Chain	Walker Process		34-0601-2	
SEWPP	1857	RST 7111	Worm Gear	Walker Process			
SEWPP	1857	RST 7111	Bull Gear	Walker Process	S80N19		
SEWPP	1857	RST 7111	Truss Arm	Walker Process			
SEWPP	1857	RST 7112	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	RST 7112	Gear Reducer	Nord	42 N140TC	801043389.00.002	
SEWPP	1857	RST 7112	Motor	Baldor	VM8004T	F1009292427	
SEWPP	1857	RST 7112	Sprocket & Chain	Walker Process		34-0601-1	
SEWPP	1857	RST 7112	Worm Gear	Walker Process			
SEWPP	1857	RST 7112	Bull Gear	Walker Process	S80N19		
SEWPP	1857	RST 7112	Truss Arm	Walker Process			
SEWPP	1857	RST 7113	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	RST 7113	Gear Reducer	SEW Eurodrive	R57AM143	850166536.11.11.001	
SEWPP	1857	RST 7113	Motor	Siemens	LR39020	L08T0536SE-24	
SEWPP	1857	RST 7113	Sprocket & Chain	Walker Process		P 90010-1	
SEWPP	1857	RST 7113	Worm Gear	Walker Process			
SEWPP	1857	RST 7113	Bull Gear	Walker Process	S80N19		
SEWPP	1857	RST 7113	Truss Arm	Walker Process			
SEWPP	1857	RST 7114	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	RST 7114	Gear Reducer	Nord	42 N140TC		
SEWPP	1857	RST 7114	Motor	Baldor	VM8004T		
SEWPP	1857	RST 7114	Sprocket & Chain	Walker Process			
SEWPP	1857	RST 7114	Worm Gear	Walker Process			
SEWPP	1857	RST 7114	Bull Gear	Walker Process	S80N19		
SEWPP	1857	RST 7114	Truss Arm	Walker Process			
SEWPP	1857	RST 7115	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	RST 7115	Gear Reducer	Nord	R57AM143-KS	850138412.09	
SEWPP	1857	RST 7115	Motor	Baldor	LR 39020	L0810536SE-22	
SEWPP	1857	RST 7115	Sprocket & Chain	Walker Process		P 90010-2	
SEWPP	1857	RST 7115	Worm Gear	Walker Process			
SEWPP	1857	RST 7115	Bull Gear	Walker Process	S80N19		
SEWPP	1857	RST 7115	Truss Arm	Walker Process			
SEWPP	1857	BWC7120	Clarifier - 100'-0"	Walker Process	100'-0"		
SEWPP	1857	BWC7120	Mixer – North	Philadelphia	850398-2	87DCL0604	
SEWPP	1857	BWC7120	Mixer Motor – North	Reliance		1YAB46483A2	
SEWPP	1857	BWC7120	Gear Reducer	Nord	42 C143	86645	
SEWPP	1857	BWC7120	Motor	U.S.Electric Motors		A032	
SEWPP	1857	BWC7120	Sprocket & Chain	Walker Process		W65291	



Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
SEWPP	1857	BWC7120	Worm Gear	Walker Process			
SEWPP	1857	BWC7120	Bull Gear	Walker Process	S80N19		
SEWPP	1857	BWC7120	Truss Arm	Walker Process			
SEWPP	1857	BWC7120	Mixer – South	Philadelphia	850398-1	87DCL0603	
SEWPP	1857	BWC7120	Mixer Motor – South	Reliance		1YAB46483A1	
SEWPP	1857	CLF 3121	Clarifier – Basin A Primary	Walker Process	138'-0"	8006363401.00.001	
SEWPP	1857	CLF 3121	Gear Reducer – East	Nord	33N W11	F0402082610	
SEWPP	1857	CLF 3121	Motor – East	Baldor	05E005W089G1	W 62594-1	
SEWPP	1857	CLF 3121	Sprocket & Chain – East	Walker Process		8006363401.00.002	
SEWPP	1857	CLF 3121	Gear Reducer – West	Nord	33N W11	F1201062712	
SEWPP	1857	CLF 3121	Motor – West	Baldor	CEM3546T		
SEWPP	1857	CLF 3121	Sprocket & Chain – West	Walker Process			
SEWPP	1857	CLF 3121	Worm Gear	Walker Process			
SEWPP	1857	CLF 3121	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3121	Truss Arm	Walker Process			
SEWPP	1857	CLF 3122	Clarifier – Basin A Secondary	Walker Process	138'-0"	8010435965.00.003	
SEWPP	1857	CLF 3122	Gear Reducer – East	Nord	32 N140TC	F1012012698	
SEWPP	1857	CLF 3122	Motor – East	Baldor	05E002W330G1	34-0600-3	
SEWPP	1857	CLF 3122	Sprocket & Chain – East	Walker Process		8010435965.00.002	
SEWPP	1857	CLF 3122	Gear Reducer – West	Nord	32 N140TC	F1012012688	
SEWPP	1857	CLF 3122	Motor – West	Baldor	05E002W330G1	34-0600-3	
SEWPP	1857	CLF 3122	Sprocket & Chain – West	Walker Process			
SEWPP	1857	CLF 3122	Worm Gear	Walker Process			
SEWPP	1857	CLF 3122	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3122	Truss Arm	Walker Process			
SEWPP	1857	CLF 3123	Clarifier – Basin A Tertiary	Walker Process	138'-0"		
SEWPP	1857	CLF 3123	Gear Reducer – East	Nord	32 N140TC	8004425006.00.002	
SEWPP	1857	CLF 3123	Motor – East	Baldor	05E002W330	F0309102520	
SEWPP	1857	CLF 3123	Sprocket & Chain – East	Walker Process		33-7113-A	
SEWPP	1857	CLF 3123	Gear Reducer – West	Nord	32 N140TC	8004425006.00.001	
SEWPP	1857	CLF 3123	Motor – West	Baldor	05E002W330	F0309102515	
SEWPP	1857	CLF 3123	Sprocket & Chain – West	Walker Process		33-7113-B	
SEWPP	1857	CLF 3123	Worm Gear	Walker Process			
SEWPP	1857	CLF 3123	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3123	Truss Arm	Walker Process			
SEWPP	1857	CLF 3124	Clarifier – Basin B Primary	Walker Process	138'-0"		
SEWPP	1857	CLF 3124	Gear Reducer – East	Nord	32 N140TC	8010435965.00.004	
SEWPP	1857	CLF 3124	Motor – East	Baldor	05E002W33061	F1012012703	
SEWPP	1857	CLF 3124	Sprocket & Chain – East	Walker Process		34-0600-1	
SEWPP	1857	CLF 3124	Gear Reducer – West	Nord	32 N140TC	8010435965.00.001	
SEWPP	1857	CLF 3124	Motor – West	Baldor	05E002W33061	F1012012683	
SEWPP	1857	CLF 3124	Sprocket & Chain – West	Walker Process		34-0600-1	
SEWPP	1857	CLF 3124	Worm Gear	Walker Process			
SEWPP	1857	CLF 3124	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3124	Truss Arm	Walker Process			
SEWPP	1857	CLF 3125	Clarifier – Basin B Secondary	Walker Process	138'-0"		
SEWPP	1857	CLF 3125	Gear Reducer – East	Nord	34 N140TC	8010435965.00.005	
SEWPP	1857	CLF 3125	Motor – East	Baldor	05E002W33061	F1012012678	
SEWPP	1857	CLF 3125	Sprocket & Chain – East	Walker Process		34-0600-2	
SEWPP	1857	CLF 3125	Gear Reducer – West	Nord	34 N140TC	8010435965.00.006	
SEWPP	1857	CLF 3125	Motor – West	Baldor	05E002W33061	F1012012693	
SEWPP	1857	CLF 3125	Sprocket & Chain – West	Walker Process		34-0600-2	



Facility Name	Fac.ID	Clarifier #	Component	Manufacturer	Model	Serial	Positional ID or EI#
SEWPP	1857	CLF 3125	Worm Gear	Walker Process			
SEWPP	1857	CLF 3125	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3125	Truss Arm	Walker Process			
SEWPP	1857	CLF 3126	Clarifier – Basin B Tertiary	Walker Process	138'-0"		
SEWPP	1857	CLF 3126	Gear Reducer – East	Nord	32 N140TC	8002416207.00.002	
SEWPP	1857	CLF 3126	Motor – East	Baldor	05E002W06902	F0210071241	
SEWPP	1857	CLF 3126	Sprocket & Chain – East	Walker Process		33-5988-A	
SEWPP	1857	CLF 3126	Gear Reducer – West	Nord	32 N140TC	8002416207.00.001	
SEWPP	1857	CLF 3126	Motor – West	Baldor	05E002W06902	F02100711248	
SEWPP	1857	CLF 3126	Sprocket & Chain – West	Walker Process		33-5988-B	
SEWPP	1857	CLF 3126	Worm Gear	Walker Process			
SEWPP	1857	CLF 3126	Bull Gear	Walker Process	D80N19		
SEWPP	1857	CLF 3126	Truss Arm	Walker Process			

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID #** \_\_\_\_\_

**ORDINANCE #** \_\_\_\_\_

**COUNTY OF HARRIS**

**CONTRACT #** \_\_\_\_\_

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **CLARIFIER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city and \_\_\_\_\_ ("Contractor or Vendor"), a corporation doing business in Texas????.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

City Purchasing Agent for Director  
of the Public Works & Engineering Department  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Parties agree as follows:

**2.0 TABLE OF CONTENTS**

2.1 This Agreement consists of the following sections:

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### EXHIBITS

- \* A. DEFINITIONS
- \* B. SCOPE OF SERVICES
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- \* C. EQUAL EMPLOYMENT OPPORTUNITY
- \* D. MWBE SUBCONTRACT TERMS
- \* E. DRUG POLICY COMPLIANCE AGREEMENT
- \* F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- \* G. DRUG POLICY COMPLIANCE DECLARATION
- \* H. FEES AND COSTS
- \* I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

\* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

### **3.0 PARTS INCORPORATED**

3.1 The above described sections and exhibits are incorporated into this Agreement.

### **4.0 CONTROLLING PARTS**

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

### **5.0 DEFINITIONS**

5.1 Certain terms used in this Agreement are defined in Exhibit "A."

## 6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)  
WITNESS: (if not corporation)

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Federal Tax ID Number: \_\_\_\_\_

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Purchasing Agent

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:

\_\_\_\_\_

This contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

## **II. DUTIES OF CONTRACTOR**

### **1.0 SCOPE OF SERVICES**

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB."

### **2.0 RELEASE**

- 2.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### **3.0 INDEMNIFICATION**

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

## **4.0 INDEMNIFICATION PROCEDURES**

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 a description of the indemnification event in reasonable detail, and
  - 4.1.2 the basis on which indemnification may be due, and
  - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
  - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or Agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## **5.0 INSURANCE**

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
  - 5.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
  - 5.1.3 Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence  
Defense costs are excluded from the face amount of the policy

Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability

Bodily injury by accident	\$100,000 (each accident)
Bodily injury by disease	\$100,000 (policy limit)
Bodily injury by disease	\$100,000 (each employee)

5.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

## 6.0 **WARRANTIES**

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

## 7.0 **LICENSES AND PERMITS**

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## 8.0 **COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out



in Exhibit "C."

## **9.0 M/WBE COMPLIANCE**

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least **11%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.
- 9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
  - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions, and
  - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance, and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed, or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

## **11.0 ENVIRONMENTAL LAWS**

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

## **12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM**

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

## **13.0 CONTRACTOR'S PERFORMANCE**

- 13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

## **14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

# **III. DUTIES OF CITY**

## **1.0 PAYMENT TERMS**

- 1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

- 1.2 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

- 1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.
- 1.4 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

## **2.0 TAXES**

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

## **3.0 METHOD OF PAYMENT**

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days upon receipt of an approved invoice.

## **4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS**

- 4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

## **5.0 LIMIT OF APPROPRIATION:**

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ [REDACTED] to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

## "NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

## **6.0 CHANGES**

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

### **CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:  
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the

Original Agreement amount by more than 25%.

- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **IV. TERM AND TERMINATION**

##### **1.0 CONTRACT TERM**

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### **2.0 NOTICE TO PROCEED**

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

##### **3.0 RENEWALS**

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

##### **4.0 TIME EXTENSIONS**

- 4.1 If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

##### **5.0 TERMINATION FOR CONVENIENCE BY THE CITY**

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

## **6.0 TERMINATION FOR CAUSE BY CITY**

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 6.1.2 Contractor becomes insolvent;
  - 6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 6.1.4 A receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## **7.0 TERMINATION FOR CAUSE BY CONTRACTOR**

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City

does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

## **8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## **V. MISCELLANEOUS**

### **1.0 INDEPENDENT CONTRACTOR**

- 1.1 Contractor shall perform its obligations under this Agreement as an independent Contractor and not as an employee of the City.

### **2.0 FORCE MAJEURE**

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
  - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

### **3.0 SEVERABILITY**

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **4.0 ENTIRE AGREEMENT**

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the

Parties regarding this Agreement.

## **5.0 WRITTEN AMENDMENT**

- 5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.



## **6.0 APPLICABLE LAWS**

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

## **7.0 NOTICES**

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

## **8.0 NON-WAIVER**

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

## **9.0 INSPECTIONS AND AUDITS**

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **10.0 ENFORCEMENT**

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

## **11.0 AMBIGUITIES**

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

## **12.0 SURVIVAL**

- 12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

## **13.0 PARTIES IN INTEREST**

- 13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

## **14.0 SUCCESSORS AND ASSIGNS**

- 14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

## **15.0 BUSINESS STRUCTURE AND ASSIGNMENTS**

- 15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

## **16.0 REMEDIES CUMULATIVE**

- 16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

## **17.0 CONTRACTOR DEBT**

- 17.1 If Contractor, at any time during the term of this Agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this Agreement, and Contractor waives any recourse therefore.

**EXHIBIT A**  
**[DEFINITIONS]**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this Agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

**EXHIBIT B**  
**SCOPE OF SERVICES**

(To be inserted by the City at the time of contract execution)

**EXHIBIT C**  
**[EQUAL EMPLOYMENT OPPORTUNITY]**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT D**  
**[M/WBE SUBCONTRACT TERMS]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT E**  
**[DRUG POLICY COMPLIANCE AGREEMENT]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT F**  
**[CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**IN PERFORMANCE OF A CITY CONTRACT]**

I, \_\_\_\_\_  
**(Name - Print/Type)** **(Title)**

as an owner or officer of \_\_\_\_\_ (Contractor)  
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no  
employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in  
performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's  
Director of Personnel if any safety impact positions are established to provide services in performing this  
City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF**  
**CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES**  
**FOR CONTRACTORS**

I, \_\_\_\_\_  
**(Name - Print/Type)**

as an owner or officer of \_\_\_\_\_ (Contractor)  
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer  
than fifteen (15) employees during any 20-week period during a calendar year and also certify that  
Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that  
will be involved in performing this City Contract. Safety impact position means a Contractor's employment  
position involving job duties that if performed with inattentiveness, errors in judgment, or diminished  
coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent  
threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**EXHIBIT G**  
**[DRUG POLICY COMPLIANCE DECLARATION]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT H**  
**[FEES AND COSTS]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT I**  
**[PAY OR PLAY]**

(To be inserted by the City at the time of contract execution)